

LAVIN, CEDRONE, GRAVER, BOYD & DISIPIO
Formed in the State of PA
Regina Cohen
Suite 500 190 North Independence Mall West 6th & Race Streets
Philadelphia, PA 19106
Tel: (215) 351-7551
Fax: (215) 627-2551
E-mail: RCohen@lavin-law.com
Attorney for Movant

ATTORNEY FOR MOVANT: ALLY CAPITAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY
TRENTON DIVISION**

IN RE:	:	CHAPTER 11
COASTAL CONSTRUCTION GROUP,	:	
LLC	:	
	:	BANKRUPTCY NO. 24-15203(MBK)
Debtor	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	
	:	

CERTIFICATION IN SUPPORT OF MOTION

The undersigned, a duly authorized representative for Ally Capital ("Ally"), does hereby certify that:

1. I am employed as a BANKRUPTCY ANALYST by AIS Portfolio Services, LLC, the bankruptcy servicer and custodian of records for Ally Capital ("Movant").
2. On or about November 21, 2022, Debtor Coastal Construction Group, LLC and Dean V. Rado entered into a Retail Installment Sale Contract ("Contract") involving a loan in the

amount of \$70,276.72 with interest at 15.44%, for the purchase of a 2022 Dodge Commercial 5500 Ram 5500 Chassis & Regular Cab.

3. The Vehicle secured by the Contract has VIN: 3C7WRNAJ8NG224417. See copy of Contact along with Confirmation of Assignment attached hereto and marked as Exhibit A.

4. The Movant is the assignee of the Contract.

5. Movant is the only lienholder of record with regard to the Vehicle. See copy of the Certificate of Title attached hereto and marked as Exhibit B.

6. The above described Vehicle is encumbered by a lien in favor of the Movant and the balance as of the petition date was \$64,118.79. The regular monthly payment is \$1,475.62 at an interest rate of 15.44%.

7. Pursuant to the Contract the Debtor Coastal Construction Group, LLC and Dean V. Rado have defaulted by failing to make payment and Movant is entitled to possession of the Vehicle as a result of the default.

8. The loan is past due for the payments due June 5, 2024-October 5, 2024 which is 5 payments of \$1,475.62 each for total post petition arrears of \$7,378.10. The total post petition delinquency is \$7,378.10. The last payment was received on March 28, 2024. See copy of the Payment History attached and marked as Exhibit C.


9. The Eastern Edition of the NADA Used Car Guide indicates an adjusted retail value of \$54,450.00. See copy of NADA report attached and marked as Exhibit D.

10. The Vehicle is a rapidly depreciating asset. The Movant requests waiver of Rule 4001(a)(3).

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE IF ANY OF THE

**FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM
SUBJECT TO PUNISHMENT.**

DATED: 10/11/24

 PAUL TANGEN
Signature
TITLE: BANKRUPTCY ANALYST

AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2

For 3rd Party Bankruptcy Account Servicing

Attachment D – APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS

AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2

For 3rd Party Bankruptcy Account Servicing

APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS

Ally Financial Inc., ("Ally") and AIS Portfolio Services, LP, ("AIS") entered into a Master Service Agreement ("Agreement") whereby AIS performs bankruptcy servicing and administration services for Ally and its direct or indirect subsidiaries. In conjunction with the Agreement, Ally hereby appoints AIS as a custodian of Ally's and its direct or indirect subsidiaries' business records for specific accounts in bankruptcy that are referred to AIS for servicing. AIS accepts such appointment and agrees to perform the duties and responsibilities as custodian of the business records as set forth herein and in accordance with the Agreement.

The Agreement provides that Ally shall deliver/make available to AIS all information and supporting documentation necessary for the referred accounts to be serviced in bankruptcy, and AIS shall control the process for maintenance and storage of the information and supporting documentation during the life of the representation in accordance with the Agreement. As the servicer of referred bankruptcy accounts for Ally and its direct or indirect subsidiaries, AIS will utilize the information provided to complete any affidavit and/or declaration required to authenticate the financial status of the referred account.

The scope of this appointment is limited to referred accounts that are in bankruptcy during the term of representation for the specific account. Upon termination of AIS' representation on a referred bankruptcy account in addition to any other obligations under the Agreement, AIS will return all information and supporting documentation in its control to Ally and shall relinquish its obligations as a custodian.

Dated: 12/1/2020

BY: Laura A. Miller

Name: Laura Miller
Title: Director, Supply Chain

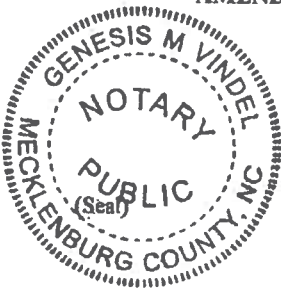
State of NC
County of MECKLENBURG

Subscribed and sworn to (or affirmed) before me on this 1st
day of DEC., 2020, by LAURA MILLER

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2

For 3rd Party Bankruptcy Account Servicing



Signature

[Handwritten Signature]

ACKNOWLEDGMENT

By signing below, AIS acknowledges it has read, understands and accepts the above appointment as a custodian of records.

Dated: 9/28/20

BY:

[Handwritten Signature]

Name: CE MORRIS

Title: VICE PRESIDENT

State of New Jersey
County of Gloucester

Subscribed and sworn to (or affirmed) before me on this 28th
day of Sept, 2020, by Christopher MORRIS

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

[Handwritten Signature: Jessica Leonardo]